



FRANKLIN FIRE YOUTH VIDEO CHALLENGE



“Where there is love, there are smoke alarms.”

OFFICIAL CONTEST RULES

IMPORTANT DATES:

- 1) Submission period – February 9, 2015 – March 31, 2015
- 2) People’s Choice Award voting – April 6, 2015 – April 15, 2015
- 3) Winners announced – On or around April 20, 2015

VIDEOS WILL BE JUDGED ON THE FOLLOWING CRITERIA:

- 1) Effectiveness in highlighting the theme, “Where there is love, there are smoke alarms” (25%)
- 2) Effectiveness in highlighting the Franklin Fire Department (25%)
- 3) Creativity in the content selection and presentation (25%)
- 4) Anticipated breadth of public appeal and interest (25%)

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. THIS CONTEST IS SUBJECT TO ALL RULES SET FORTH BELOW AND APPLICABLE FEDERAL, STATE, AND LOCAL LAWS. VOID WHERE PROHIBITED.

Eligibility: Except where regulated or restricted by law, the Franklin Fire Youth Video Challenge (“**Contest**”) is open to legal residents of Williamson County, Tennessee, who are eleven (11) to eighteen (18) years of age on February 9, 2015.

Employees, contractors, directors, and officers, and their immediate families and household members, of City of Franklin and the Franklin Fire Department (“**Sponsor**”), are not eligible to enter or win.

A minor (for these purposes, a person under 18 years of age) submitting an entry must receive his/her parent/legal guardian’s permission and include his/her parent’s/legal guardian’s signature, name, and a daytime telephone number on the **Entry Form**.

Entry Period: Contest begins at 12:00 a.m. Central Standard Time (“**CST**”) on February 9, 2015 and ends at 5:00 p.m. CST on March 31, 2015 (“**Entry Period**”). Videos must be received during the Entry Period in order to be eligible for the Contest. Any entry received prior to or after the Entry Period will be void.

How to Enter the Contest: You may enter the Franklin Fire Youth Video Challenge by (a) completing the **Entry Form** found on the Franklin Fire Department's website at www.franklintn.gov/fire, and (b) submitting the completed form, along with your video, to: Franklin Fire Department, 109 3rd Avenue South, Franklin, TN 37064. All videos must be three (3) minutes or less in length and must be consistent with the theme of this Contest: "Where there is love, there are smoke alarms." Video entries must be submitted in one of the following ways:

- 1) DVD
- 2) Thumb drive
- 3) Uploaded to City of Franklin website (www.franklintn.gov/firesafety)
- 4) Uploaded to YouTube with the video link provided

Acceptable formats include .avi, .mov, .mp4 and .wmv.

DVDs and thumb drives must be clearly and legibly labeled with Entrant's name and address, and must be accompanied by a completed **Entry Form**. By submitting an entry, Entrant expressly acknowledges compliance with these Official Contest Rules, including all eligibility requirements.

LIMIT ONE (1) ENTRY PER PERSON FOR THE DURATION OF THE CONTEST. SUBSEQUENT ENTRIES SUBMITTED ARE VOID.

Conditions of Submission: Videos submitted as part of this Contest must be created by the Entrant and must convey a message related to the theme of this Contest: "Where there is love, there are smoke alarms." Videos may be in color or black-and-white. Videos must not have been previously submitted, distributed, aired or have won any other award in any other competition. Any video which Sponsor, in its sole opinion, deems to be inappropriate for publication will not be considered, and the corresponding Entrant will be disqualified from the Contest. By submitting an entry, each Entrant represents and warrants that: (i) his/her video is the sole and original creation of the Entrant and has not been copied in whole or in part from any other work; (ii) the entry does not violate or infringe any copyright, trademark/tradename, or other proprietary right of any person (including but not limited to rights of privacy) or entity; (iii) the entry is the sole and exclusive property of the Entrant; and (iv) the subject(s) and/or persons depicted in the video have given consent to its submission into the Contest and its use as contemplated by these Official Contest Rules. **Please do not submit videos that contain depictions of other third party artistic works, copyrights, trademarks/tradenames, logos, or similar brand identifying marks.** All such entries will be disqualified. By entering, each Entrant warrants and represents that the entry is his/her own original work, has not been previously licensed, transferred, or published, that Entrant owns or otherwise controls all of the rights to entry materials, and each Entrant unconditionally assigns and transfers to Sponsor all worldwide rights, title, interest and claim, which he or she now has or may in the future have to their entry or any element(s) thereof, including but not limited to all intellectual property rights and each Entrant hereby waives all rights he or she has or may have in their entry or any element(s) thereof. All entries become the property of Sponsor and will not be returned. By entering, each Entrant further warrants and represents that he/she has received all rights which may be necessary from any person or entity depicted in the video to grant this assignment and transfer of rights. **All submissions must be in English or have English subtitles.**

Submission of an entry is not an indication that the entry has won a prize or is otherwise eligible for a prize. Submission of an entry grants Sponsor the right to use, publish, adapt, edit, and/or modify such entry in any way, in whole or in part, and to use such entry alone or in combination with other works, as

solely determined by Sponsor, in commerce and trade and in any and all media now known or hereafter discovered, worldwide, including but not limited to the www.franklintn.gov web site, or any of the City of Franklin's social media sites (including, but not limited to Facebook, Instagram, Pinterest, and Twitter), without limitation or compensation to the Entrant and without right of notice, review or approval of any such use of the entry. Submission of an entry further constitutes the Entrant's consent to irrevocably assign and transfer to the Sponsor any and all worldwide rights, title and interest in and to the entry, including but not limited to all intellectual property rights. Prior to awarding any prize, the Entrant must agree to the terms of these Official Contest Rules and to sign and return any Affidavit, Liability, and Publicity Releases as may be required by the Sponsor.

Void Submissions: Submissions that are deemed by the judges, in their sole discretion, to be offensive, immoral, obscene, profane, defamatory, not in keeping with the image of the Sponsor, or in violation of these Official Contest Rules will be void. Further, all submissions that contain copyrighted or other proprietary materials for which the Entrant has not obtained appropriate assignment of rights, as well as any content which disparages or portrays the Sponsor in a negative light, or otherwise violates these Official Contest Rules will be void. Furthermore, Sponsor is not responsible for lost, incomplete, stolen, damaged, garbled, corrupt, illegible, late, or unintelligible entries, or for printing or other errors appearing in these rules or other Contest materials, misprints or errors in other Contest-related information, garbled communications, technical or mechanical malfunctions, or other malfunctions, problems or errors, whether caused by equipment, programming used in this Contest, processing errors, human errors or otherwise. Sponsor reserves the right, at its sole discretion, to void any entries from Entrants whom Sponsor believes have attempted to tamper or have tampered with the administration, security, or fairness of this Contest.

JUDGING

The Sponsor's judges will choose the winning videos based on the following criteria:

- 1) Creativity in the content selection and presentation (25%)
- 2) Anticipated breadth of public appeal and interest (25%)
- 3) Effectiveness in highlighting the theme, "Where there is love, there are smoke alarms" (25%)
- 4) Effectiveness in highlighting the Franklin Fire Department (25%)

Limit one prize per Entrant. The Best Video Overall will be the video that achieves the highest overall score from all judges' scores. The Best Age Bracket Video winners (Ages 11 – 14 and Ages 15 – 18) will be the videos that achieve the second and third highest points overall from all judges' scores in their respective age brackets. In the event of a tie, the entries involved will be re-judged by an additional judge who will serve as a tiebreaker and who will evaluate entries according to criteria listed above. The judges' decisions will be based upon the criteria described in these Official Contest Rules and in the exercise of their own judgment. All decisions by the judges will be final. The judges will also select videos to be considered for the People's Choice Award. It is anticipated that voting for the People's Choice Award will commence by April 6, 2015 and conclude by April 15, 2015. All People's Choice Award finalists will be informed of their status by email.

Prizes: The following prizes will be awarded to the winning Entrants: (a) One (1) Best Video Overall: \$500 GoPro camera and accessories prize package; (b) One (1) Best Age Bracket Video Ages 15 – 18: \$200 GoPro camera; (c) One (1) Best Age Bracket Video Ages 11 – 14: \$200 GoPro camera; (d) One (1)

People's Choice Award: One (1) \$130 GoPro camera. Prize values are approximate. Limit one prize per Entrant.

Odds: The odds of winning depend on the number of eligible entries received during the Entry Period and the quality of the entry.

Prize Delivery: Arrangements for prizes to be distributed will be made once all winners have been verified. If any prize is unclaimed, if any prize correspondence or prize is returned as undeliverable, or if a winner is found ineligible or not in compliance with these Official Contest Rules, the prize will be forfeited and an alternate winner may be selected, at Sponsor's option and sole discretion. All federal, state, and local taxes, and all other costs associated with acceptance or use of the prizes are the sole responsibility of the winners. Winners may waive their right to receive a prize. All Contest prizes are non-transferrable, non-exchangeable, and nonrefundable, and must be accepted by the winner as awarded. Winners agree that the Sponsor shall not be liable for injury, loss, or damage of any kind resulting from participation in this Contest or from the acceptance or use of the prizes awarded.

Conditions: Winners will be announced by the Franklin Fire Department in April 2015 (date subject to change). Contest winners and their winning videos will be posted online at www.franklintng.gov/fire within 30 days after the conclusion of the Contest. Winners will also be notified by phone, mail, or email within thirty (30) days after the end of the Contest. Except where prohibited, each winner may be required, at Sponsor's election, to complete and return an affidavit of eligibility and liability/publicity release (the "**Affidavit/Release**"). The winner will have seven (7) business days from the date of receipt to complete, sign, and return to Sponsor the Affidavit/Release. If the Affidavit/Release is not returned within seven (7) days or if the winner is found to be ineligible or not in compliance with these Official Contest Rules, at the election of the Sponsor, the winner will forfeit the prize awarded and an alternate winner may be selected.

Applicable Law: This Contest is governed by the laws of the state of Tennessee without regard to any choice of law provisions. By entering, Entrants consent to the jurisdiction and venue of the federal, state, and local courts of Williamson County, Tennessee.

Privacy: Entrants understand that the City of Franklin is a governmental entity and as such is governed by the Tennessee Public Records Act. Any submission may be a public record subject to inspection or copy by any Tennessee citizen. Additionally, winning Entrants' names will be disclosed on the City of Franklin's website and to the public in general.

Release: Except where prohibited, by accepting prize, each winner grants permission for Sponsor and its agents to use his/her name, video, voice and/or likeness, for advertising, promotion and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without additional compensation.

Limitation of Liability and Remedies: THE SPONSOR SHALL NOT HAVE ANY LIABILITY FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS CONTEST, ANY SUBMISSION OR USE OF THE SUBMISSION, OR ANY CONTENT EMBODIED THEREIN, INCLUDING WITHOUT LIMITATION ANY LIABILITY, LOSS, INJURY OR DAMAGE TO ENTRANT OR ANY OTHER PERSON OR ENTITY, INCLUDING PERSONAL INJURY OR DEATH, OR DAMAGE TO PERSONAL OR REAL PROPERTY, DUE IN WHOLE OR IN PART,

DIRECTLY OR INDIRECTLY, BY REASON OF ENTRANT'S ENTRY IN THIS CONTEST, THE USE OF ANY SUBMISSION, OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE.

Sponsor assumes no responsibility for lost, late, misdirected, stolen, illegible, inaccurate, damaged, or incomplete entries or submissions, non-delivered or postage due mail, failure or unavailability of electronic equipment, communications or internet connections, or other errors, failures or malfunctions of any kind.

Safety Considerations: Your own personal safety and the safety of your cast, crew, and others involved with the production of an original video must be maintained. Do not endanger anyone during the production of your video. As some tasks portrayed in your video may involve significant risks, you must follow all safety rules. If you are shooting your video in a public place, seek permission, take all appropriate health and safety precautions, and follow all applicable health and safety rules and regulations. Failure to maintain proper safety measures and safety rules may, in Sponsor's sole discretion, result in the disqualification of the Entrant's video.

Indemnification: By entering this Contest, each Entrant agrees to release, discharge, and hold harmless the Sponsor, its officers, directors, employees, agents, and representatives from any claim or liability arising from or related to the submission of a video and/or the use of the video, and, if a winner, any prizes awarded by Sponsor in connection with this Contest (including, without limitation, the receipt and/or use of said prizes).

Official Contest Rules: The Contest will be run in accordance with the Official Contest Rules, subject to amendment by Sponsor. Entrants must comply with the Official Contest Rules and will be deemed to have received and understood the Official Contest Rules by participating in the Contest. The terms of the Contest, as set out in the Official Contest Rules, are not subject to amendment or counter-offer, except as set out herein. Sponsor's decisions with respect to the Contest are final and binding. If any provisions of the Official Contest Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

Any attempt to deliberately damage any website or to undermine the legitimate operation of the Contest is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Sponsor's failure to enforce any terms of these Official Contest Rules will not constitute a waiver of that provision. Neither Sponsor nor anyone acting on its behalf will enter into any communications with any Entrant regarding this Contest, except as expressly set forth in these Official Contest Rules. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, the web site, and/or the legitimate operation of the Contest; to violate the Official Contest Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Contest is not capable of running as planned, including tampering, fraud, or any other causes beyond the control of Sponsor, which corrupt or affect the operation, administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor may, in its sole discretion, void any suspect entries and (a) cancel or terminate the Contest (or any portion thereof); (b) modify the Contest or suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Contest Rules; or (c) award the prize from among the eligible, non-suspect entries received up to the time of the impairment.

Winners' List Requests: For names of prize winners, please visit www.franklinton.gov/fire after May 1, 2015, or mail a self-addressed, stamped #10 envelope to be received after May 1, 2015 to: Winners' List Request, Franklin Fire Youth Video Challenge, 109 3rd Avenue South, Franklin, TN 37064.

Sponsor: The Contest is sponsored by City of Franklin/Franklin Fire Department, 109 3rd Avenue South, Franklin, TN 37064.

Note: All Entrants are required to agree to a release that, among other things, transfers all right, title, and interest in the submitted videos to Sponsor.